

COPY

IN THE CHANCERY COURT OF HICKMAN COUNTY, TENNESSEE
(Administratively Transferred from Lewis County Chancery Court)

KEVIN P. LAVENDER, In his official
capacity as Commissioner-In-
Possession of Sentinel Trust Company
and Receivership Management, Inc.,
Receiver of Sentinel Trust Company,

Plaintiffs,

v.

DANNY N. BATES, ET AL

Defendants

No. 4980

FILED

AM FEB 10 2010 PM
CLERK & MASTER
Lue Smith D.C.

**DEFENDANT DEANNA JUNE BATES' MOTION TO DISMISS PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT AND RESPONSE TO PLAINTIFFS'
STATEMENT OF UNDISPUTED FACTS**

Pursuant to Rule 56.03, Tenn. R. Civ. P., Defendant Deanna J. Bates, *pro se*, submits this Motion to Dismiss Plaintiffs' Motion for Summary Judgment and Response to Plaintiffs' "Statement of Undisputed Facts" in support of her motion to dismiss Plaintiffs' Motion for Summary Judgment as to Various Claims Against Various Defendants and asserts a genuine dispute as to material facts exists and that the subject Motion should be dismissed

Response to Statement of Facts Enumerated by Plaintiffs

1. Defendant disputes as fact that the conviction of Danny N. Bates on Count III is factually relevant to the claims asserted against her.
2. Defendant disputes as fact that the conviction of Danny N. Bates on Count I is factually relevant

to the claims asserted against her.

3. Defendant disputes as fact that the jury instructions in the Danny N. Bates trial are factually relevant to the claims asserted against her.

4. Defendant disputes as fact that the sentencing and restitution hearings of Danny N. Bates are factually relevant to the claims asserted against her.

5. Defendant disputes as fact that the restitution hearing of Danny N. Bates naming the Commissioner-in-Possession as payee is factually relevant to the claims asserted against her.

6. Defendant does not dispute as fact, for purposes of ruling on the motion for summary judgment, that payments were made by Danny Bates described in Plaintiffs' Collective Exhibits 5 and 6, Defendant disputes that such fact that she was knowledgeable or responsible for actions and decisions made by her husband.

7. Defendant does not dispute as fact, for purposes of ruling on the motion for summary judgment, that Danny Bates' defense to the criminal charges was that he used his own funds to build and furnish the 205 Bastin Road house and that the \$575,000 used to pay for a settlement of a civil judgment were not trust funds.

8. Defendant does not dispute as fact that the June 1993 Chapter 7 bankruptcy of Danny N. Bates took place.

9. Defendant does not dispute as fact that Danny Bates had "bought his own bankruptcy" three parcels of property in Lewis County, Tennessee in 1994.

10. Defendant disputes as fact that Danny Bates's prior recorded 100% ownership of the 205 Bastin Road property acted as coverture of her pre-existing marital interest in the property.

11. Defendant does not dispute as fact that Danny Bates deeded his interest in the 205 Bastin Road

property to me, his wife of almost fifty years, in fee simple.

12. Defendant disputes as fact that she knew that Danny Bates knew that transferring the 205 Bastin Road house would limit his own net worth to basically his holdings of Sentinel Trust stock.

13. Defendant disputes as fact that the transfer of ownership in April 2004 is factually relevant to the claims asserted against her.

14. Defendant disputes as fact that the transfer of ownership in April 2004 is factually relevant to the claims asserted against her.

15. Defendant disputes as fact that she knew that Danny Bates knew, at the time of his ownership transfer, that there was an approximate \$5.7 million shortfall in the Sentinel Trust fiduciary account.

16. Defendant disputes as fact that she had knowledge of admissions of Danny Bates made in business affairs.

17. Defendant disputes as fact that she knew what Danny Bates knew on April 23, 2004.

18. Defendant disputes as fact that she knew or had reason to know, at the end of the April 2004 time frame, what the net worth of Sentinel Trust was, what deficiency did or did not exist in fiduciary accounts or that she knew her husband's net worth.

19. Defendant disputes as fact that she knew what Danny Bates knew at the time of his transfer of the Bastin Road property to her.

20. Defendant disputes as fact that Danny Bates' transfer of his property interest on April 23, 2004 is factually relevant to the claims asserted against her.

21. Defendant disputes as fact that Danny Bates' transfer of his property interest on April 23, 2004 is factually relevant to the claims asserted against her.

22. Defendant disputes as fact that transfer of 126.83 acres and 7.91 acres to her is factually relevant to the claims asserted against her.
23. Defendant disputes as fact that transfer of 9.25 acres to Clifton T. & Allyson R. Bates is factually relevant to the claims asserted against her.
24. Defendant disputes as fact that she knew what Danny Bates knew at the time of his transfer of the 9.25 acre property about Sentinel's deficit fiduciary cash position.
25. Defendant does not dispute as fact that Sentinel Trust had been taken over by the Commissioner-in-Possession and the Notice of Liquidation of Sentinel Trust Company had been filed.
26. Defendant disputes as fact the legal conclusion implied that the referenced property was an asset of Sentinel Trust Company.
27. Defendant disputes as fact that post-receivership actions of Plaintiffs are factually relevant to the claims asserted against her.
28. Defendant disputes as fact that the affairs of Sentinel Services Corporation are relevant to the claims asserted against her.
29. Defendant disputes as fact that the affairs of Sentinel Services Corporation are relevant to the claims asserted against her for actions which took place after the receivership was imposed.
30. Defendant disputes as fact that the affairs of the Bates Family Trust are relevant to the claims asserted against her for actions which took place after the receivership was imposed.
31. Defendant disputes as fact that the affairs of the Bates Family Trust are relevant to the claims asserted against her.
32. Defendant disputes as fact that she knew what Danny Bates knew or what the shortfall in

fiduciary cash amounted to in October 2004.

33. Defendant disputes as fact that she knew the value of Danny Bates's stock or what his net worth amounted to in October 2004.

34. Defendant disputes as fact that the Directors' post-receivership actions to protect the corporate and fiduciary interests of Sentinel Trust Company are factually relevant to the claims asserted against her.

35. Defendant disputes as fact that she was privy to discussions concerning the appointment of successor fiduciaries or payment of Receivership fees and expenses.

36. Defendant does not dispute as fact for purposes of ruling on the motion for summary judgment, from and after 1987 until the May 18, 2004 seizure of Sentinel Trust Company, Danny Bates owned and controlled Sentinel Trust Company.

37. Defendant does not dispute, for purposes of ruling on the motion for summary judgment, that Clifton Todd Bates and Gary O'Brien were elected as directors of Sentinel Trust Company on December 30, 1999 and were serving as directors at the May 18, 2004 institution of the Sentinel Trust Receivership.

38. Defendant does not dispute that the Directors of the Sentinel Trust Company were plaintiffs in a lawsuit filed in Chancery Court of Davidson County (04-1934-I) which challenged the Commissioner's authority to takeover Sentinel Trust Company or "appellants" in the In re: Sentinel Trust decision reported at 205 S.W.3d 501.

39. Defendant does not dispute the Plaintiffs' report of findings of the Court in the In re: Sentinel Trust case.

40. Defendant disputes as fact that she knew what Danny Bates knew about the duty to inform

bond issuers or that the expenses of defaulted bond issues.

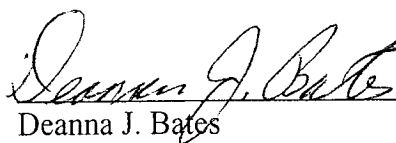
41. Defendant disputes as fact that she had any knowledge of or participation in the management and operations of Sentinel Trust Company.

42. Defendant disputes as fact that she has knowledge of any shortfall in fiduciary funds or what the Sentinel Trust Receivership has or has not collected or how it has applied collections.

43. Defendant disputes as fact that she was knowledgeable about the legal status of Sentinel Trust Company or the requirements of the Tennessee Department of Financial Institution.

Accordingly, Defendant requests entry of an order dismissing Plaintiffs' motion for summary judgment.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Deanna J. Bates", written over a horizontal line.

Deanna J. Bates
Defendant, Pro Se
205 Bastin Road
Hohenwald, TN 38462
931 796-1144

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served upon the following, via U.S. Mail, on this the 10 day of February, 2010.

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